



**Nisqually Indian Tribe**  
*Squally-Absch* People of the river, people of the grass

BIDDERS COMPANY NAME

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## REQUEST FOR PROPOSAL

Salish Carving Project

NISQUALLY INDIAN TRIBE

Prepared By:  
Nisqually Early/Head Start Department  
Debbie Lee, Director  
4820 She-Nah-Num Drive  
Olympia WA. 98513

REQUEST FOR PROPOSAL  
RFP# 2019-HS-01C

DATE: July 18, 2019

The Nisqually Early/Head Start Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Salish panels and swing carving project. Minority and disadvantaged companies are encouraged to submit proposals.

**VIABLE CONTRACTORS:** To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Failure to comply will result in bid rejection.

**SEALED PROPOSALS:** Vendors will deliver two applications to the following address either by hand, delivery service or by US postal:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Phone: 360-456-5221  
Attn: Jill Wall  
Financial Services - Contracts

**CLOSING DATE FOR SUBMITAL SHALL BE Friday, August 23, 2019 at 4PM**

**Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by Deborah Lee, Director.**

- Please mark the envelopes clearly with Sealed RFP project # 2019-HS-01C
- Questions may be directed to Deborah Lee, Director, 360-456-5221, X 1121 or e-mail at [siouxlee.debbie@nisqually-nsn.gov](mailto:siouxlee.debbie@nisqually-nsn.gov)

Thank you for your Interest



<b>Definitions:</b>	<b>"Tribe"</b>	<b>is Nisqually Indian Tribe</b>
	<b>"Bidder"</b>	<b>an individual or business submitting a bid to Nisqually Tribe</b>
	<b>"Contractor"</b>	<b>One who contracts to perform services in accordance with a contract</b>

## **1. PROPOSAL TERMS**

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe's specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP.

## **2. SCOPE OF SERVICES**

- a. *Design, build and install the items listed below. All work to be completed and installed before December 31, 2019.*
  1. *Build and install carved Coast Salish panels on interior beams in the Early Childhood Center; beams are 4-sided square, each side 7" wide x 9' tall*
  2. *Construct and install Coast Salish Mini Longhouse for playground approximate desired dimensions are up to 8' L x 4' W x 4' H*



3. *Construct and install a Coast Salish Canoe swing and frame for playground. Intended for use by 4-5 year olds, cannot be more than 12 inches off the ground, requires safety straps, must be able to seat 4 children.*
4. *Construct and install hanging art wall panels (various sized based on wall space, 2'x3', 3'x6', etc.)*
5. *Provide your portfolio of samples of artwork and similar projects.*

Site visit is mandatory for inspection for accuracy of the bid proposal. Please contact Deborah Lee in the Early/Head Start Department to schedule a walkthrough. *(Not available Aug 7-14 due to training schedule)*

Please list each project item separately on bid inclusive of installation cost. This project is subject to the Davis-Bacon Act. Prevailing wages apply as per Federal funding guidelines.

## **CONTRACT PROVISIONS**

### REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to Deborah Lee, Director and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Early/Head Start Director.

Section 5 – After reasonable notice to the Contractor, the Tribe may review any of the Contractor's internal records, reports, or insurance policies.

### PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without prior written approval of the Early/Head Start Director. Subcontractors, as well as primary contractors, are subject to the TERO ordinance and the Tribe's Native American preference policy (detailed below.) This ordinance applies to all sub tiers as well.

### INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

### NATIVE AMERICAN PREFERENCE/TERO

The Nisqually Tribe's Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- 1.75% Employment Rights tax on all contracted projects.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Dan Derickson

(360) 456-5221 ext.1273

[derickson.dan@nisqually-nsn.gov](mailto:derickson.dan@nisqually-nsn.gov)

### TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS

- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect.

### INSURANCE REQUIREMENTS



- Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
- Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.

Revised